



Order Filed on December 6, 2017
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
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Attorney for: Toyota Motor Credit Corp.

In Re:

John Radgoski & Susan Radgoski,

Debtors.

Case No: 15-28143-ABA


Chapter: 13

Judge: Andrew B. Altenburg, Jr.

**ORDER VACATING AUTOMATIC STAY AND RESOLVING SECURED
CREDITOR'S CERTIFICATION OF DEFAULT**

The relief set forth on the following page is hereby ordered **ORDERED**.

DATED: December 6, 2017



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

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Debtor: John Radgoski & Susan Radgoski

Case No.: 15-28143-ABA

Caption: **CONSENT ORDER VACATING AUTOMATIC STAY**

This matter, having been brought before the Court by Denise Carlon, Esq., KML Law Group, P.C., attorneys for Secured Creditor, Toyota Motor Credit Corporation, upon a certification of default to vacate the automatic stay as to a vehicle known as 2014 Toyota Avalon, and Robert Braverman, Esq. appearing on behalf of the Debtors John and Susan Radgoski,

It is hereby **ORDERED, ADJUDGED** and **DECREED** that the lease agreement between the parties has terminated by its own terms upon the expiration of the lease term; and

It is further **ORDERED, ADJUDGED** and **DECREED** that the automatic stay as to a 2014 Toyota Avalon is hereby vacated; and

It is further **ORDERED, ADJUDGED** and **DECREED** that said vehicle is no longer property of the bankruptcy estate, having been returned to Secured Creditor at the expiration of the lease in December, 2015; and

It is further **ORDERED, ADJUDGED** and **DECREED** that Secured Creditor shall be permitted to use, sell, or exercise any other ownership rights with regard to the subject property; and

It is further **ORDERED, ADJUDGED** and **DECREED** that in the event Debtors continue to make payments under the terms of the lease, Secured Creditor is under no obligation to accept same, being that relief is effective, however, Debtors may continue to make payment though they are under no obligation to do so; and

It is further **ORDERED, ADJUDGED** and **DECREED** the Certification is hereby resolved.